

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

700 North 10th Street, Room 258
Sacramento, CA 95814
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



October 1, 2004

Dear Potential Naturalization Services Program Applicant:

The Department of Community Services and Development (CSD) is soliciting applications to provide naturalization services in California under the CSD Naturalization Services Program (NSP). Enclosed is the CSD Naturalization Services Program 2004 Request for Application (RFA).

The CSD contact person for this RFA is Dorcas Reyes-Fernandez who can be reached at (916) 341-4331 or via e-mail at dreyesfe@csd.ca.gov. Specific questions concerning the content of this RFA should be addressed using the methods described in Section C, Grant Information, of the RFA.

Sincerely,

TIMOTHY M. DAYONOT
Director

Department of Community Services and Development

Request For Application

**2004 Naturalization Services Program
04-RFA-08**



**Department of Community Services and Development
700 North Tenth Street, Room 258
Sacramento, California 95814**

Timothy M. Dayonot, Director

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A) PURPOSE AND DESCRIPTION OF SERVICES

The Department of Community Services and Development (CSD) announces the availability of \$1.425 million in State General Funds for the 2004 Naturalization Services Program (NSP). The purpose of this NSP Request for Application (RFA) is to solicit applications from private, nonprofit organizations and local governments to assist legal permanent residents in obtaining citizenship by providing free Naturalization Services. CSD intends to award multiple contracts as referenced on Appendix A, 2004 Naturalization Services Program Service Areas and Funding Allocation.

Naturalization Services shall include the following required service activities:

- Outreach
- Intake and Assessment
- Citizenship Application Assistance
- Citizenship Testing and Interview Preparation
- Coordination With and Referral to Other Naturalization Service Organizations, and
- Monitoring and Evaluation

B) MINIMUM QUALIFICATIONS FOR APPLICANTS

Failure to meet the following requirements by the application submission deadline date will be grounds for CSD to deem an applicant nonresponsive and disqualify the application. A nonresponsive applicant is one that does not meet the minimum application requirements. In submitting an application, each applicant must certify and demonstrate that it possesses the following qualification requirements:

Eligible entities are:

- Private, nonprofit, community-based organizations: Applicant shall attach proof of its 501(c)(3) tax-exempt status. See Attachments I and II, Application Face Sheet and Application Stack Order Checklist; or
- Local Government: Applicant shall attach a copy of the resolution, order, motion, or ordinance authorizing the representative signing and submitting this application as the designated representative for signing any contract resulting from this RFA. See Attachments I and II, Application Face Sheet and Application Stack Order Checklist.

Organizational Capability

- Applicant shall submit a copy of the most current Certificate of Status issued by the State of California, Office of the Secretary of State (OSS), certifying that the agency is in good standing with OSS. Applicant may use OSS' website, <http://kepler.ss.ca.gov/list.html> to obtain documentation. See Attachment II, Application Stack Order Checklist.

- Subcontractor - Applicant may subcontract with other private, nonprofit, community-based organizations to provide naturalization activities. The subcontractor may also directly apply for funding by submitting an application to provide services in a service area(s), as referenced on Appendix A, Service Areas and Funding Allocations.

Contract awards will be based on the combined total of the Applicant's overhead cost plus subcontractor's cost. Applicant's Cost-per-Client fee shall not exceed five percent (5%) of the subcontractor's Cost-per-Client. The reimbursable cost shall be the Applicant's overhead Cost-per-Client plus the subcontractor's Cost-per-Client. The reimbursable Cost-per-Client fee shall be a minimum of \$150 per client and a maximum of \$250 per client.

Applicant shall submit the following subcontractor information:

- Subcontractor(s) by name and address
 - Subcontractor's Cost-per-Client fee on the Naturalization Services Program Budget, Attachment III
 - Subcontractor(s) Letter of Commitment. The Letter of Commitment shall be signed by an official subcontractor representative, indicating the ability to provide services during the contract period and to deliver services in accordance with the minimum qualifications and contract terms and conditions.
- Consortium - Nothing in this RFA shall prohibit one or more providers from applying as a Consortium, however, a single provider must be designated as the Applicant. Applicant's response must clearly identify the providers making up the Consortium. Applicant interested in forming a Consortium must contact Dorcas Reyes-Fernandez, RFA Coordinator, at (916) 341-4331, by October 12, 2004, the final date to submit the Notice of Intent to Apply.
 - Audit - Applicant shall submit one audit for the organization performed within the past two fiscal years or a statement from an independent Certified Public Accountant attesting to the viability and stability of the organization and its accounting system. The audit must be in compliance with the American Institute of Certified Public Accountants' Standards. For the applicant to be responsive, the audit must demonstrate the organization's fiscal accountability, soundness, and viability. The following criteria will be used to evaluate the audit as a reason for disqualification:
 - Audit report does not contain a going-concern statement.
 - The audit report discloses reportable conditions or any uncorrected material weaknesses from prior audit(s).

Failure to meet any of the audit requirements will be cause for an application to be deemed as nonresponsive and be rejected.

- Program Review - Applicants who have received previous NSP contract allocations from CSD will be evaluated on past program performance. Failure to meet any of the following program requirements will be cause for an application to be deemed as nonresponsive and be disqualified:
 - CSD records indicate that Applicant has an outstanding, unresolved, or written-off accounts receivable.
 - Ninety percent (90%) of contracted funds were not expended during the contract term.
- Applicant shall submit the most current organizational chart for staff involved in the NSP indicating the lines of authority and reporting relationships within the organization and/or subcontractors. See Attachment II, Application Stack Order Checklist.

Contract Experience

- Applicant shall have a minimum of three (3) years of funding and program experience involving naturalization work. Applicant shall substantiate this experience by completing Attachment V, 2004 Naturalization Services Program Funding and Experience Sheet. Experience shall include Outreach, Intake and Assessment, Citizenship Application Assistance, Citizenship Testing and Interview Preparation, Coordination With and Referral to Other Naturalization Service Organizations, and Monitoring and Evaluation.
- The projected contract term date for NSP is January 1, 2005 through December 31, 2005. Applicant shall certify the ability to begin services to clients on January 1, 2005, expend contract funds within the projected contract period, and perform all required NSP activities. Confirmation that these services will be provided beginning January 1, 2005, must be described by submitting a time line that includes each NSP activity listed under Scope of Work.
- Applicant shall demonstrate the staffing capabilities and experience for administering the program by submitting resumes and duty statements of key staff involved in the program. At a minimum, the NSP Project Manager shall have one (1) year experience, and a resume for this employee must be included. See Attachment II, Application Stack Order Checklist.

Scope of Work

Applicant shall attach an Application Narrative labeled as Attachment VI describing the specific methods or processes to be used by the organization in meeting each of the following required NSP activities. The Application Narrative must not exceed five (5) single-sided pages in total and be typewritten in not less than 12-point font. Failure to describe the specific methods to be used by the organization in administering each of the required NSP activities will cause the application to be deemed nonresponsive and be disqualified.

Outreach – Applicants must identify the targeted population in the proposed Service Area and describe the processes used by the organization to outreach to the entire Service Area. Outreach efforts may include but not limited to: distribution of flyers and posters, collaboration with other Naturalization Services providers, community meetings, events, radio announcements, TV public service announcements, and town meetings.

Intake and Assessment – At a minimum, applicant shall provide clients personalized, one-on-one intake and assessment services. Applicant shall ensure that the intake and assessment activities include the determination of eligibility for naturalization services and identification of issues that may result in a delay or denial of citizenship such as insufficient English-speaking ability to successfully complete the Naturalization Services requirements, crimes committed, failure to register for the Selective Service, and/or delinquent child support issues.

Citizenship Application Assistance – Applicant shall provide one-on-one client assistance in completing the citizenship application forms: "Application for Naturalization" (Form N-400), or the "Application for Certification of Citizenship" (Form N-600). Applicant shall provide assistance in procuring supporting documents as required for the completion of the citizenship application. Services may include but not be limited to: assistance with special accommodations for individuals with disabilities, obtaining and/or translating birth/marriage certificates, and obtaining court records.

Citizenship Testing and Interview Preparation – Applicant shall provide one-on-one or group client assistance with training or guidance in U.S. History and Government, Civics, Oath of Allegiance, and interviewing techniques. An organization shall have and describe specific training tools and resources available to prepare clients for citizenship testing. The organization's specific methods for delivery of services shall be described and may include classroom group settings, client informational handouts, and/or one-on-one sessions.

Coordination With and Referral To Other Naturalization Service

Organizations – Applicant shall describe an established coordination and referral system, to include community partnerships and other naturalization service organizations. The system shall ensure that clients receive services to successfully complete the citizenship process.

Monitoring and Evaluation – Applicant shall describe an established internal monitoring and evaluation process for measuring the agency's progress in expending the full naturalization budget, meeting the projected number of clients to be served within the service area, and the methods to be utilized for meeting reporting requirements.

Cost-per-Client

Award of this RFA shall be to the applicant with the lowest Cost-per-Client in each Service Area.

The reimbursable Cost-per-Client shall be a minimum of \$150 per client and a maximum of \$250 per client. Applications received that are not within the minimum and maximum dollar amounts will be deemed nonresponsive and be disqualified. The Cost-per-Client shall be noted on the Application Face Sheet per the conditions set forth in this RFA.

C) GRANT INFORMATION

Projected Key Action Dates

The following sequence of steps and tentative time lines will be used in the application process to select service providers and award contracts:

RFA Released.....	October 1, 2004
Final Date to Submit Notice of Intent to Apply.....	October 12, 2004
Final Date to Submit RFA.....	November 1, 2004 (5:00 p.m.)
RFA Review Period	November 2 – November 17, 2004
Notice of Intent to Award Posted at www.csd.ca.gov	November 18, 2004
Intent to Award and Denial Letters Mailed.....	November 18, 2004
Appeal Period...November 18, (8:00 a.m.) through December 10, 2005 (5:00 p.m.)	
Contract Mailed	December 17, 2004
Projected Contract Term	January 1, 2005 through December 31, 2005

Service Areas and Funding

There are twenty-one (21) designated NSP Service Areas. The funding allocation for each Service Area is based on the number of legal permanent residents in each county as compared to the entire state, as published by the Department of Finance's Legal Immigration to California by County, 1993 through 2002 (Appendix B).

- It is CSD's intent to:
 - Award one or more contracts per Service Area, as designated in Appendix A, 2004 Naturalization Services Program Service Areas and Funding Allocation.
 - Require Applicant to provide services to the entire service area and expend the entire contract allocation within the contract term.
 - Allow Applicant to apply for more than one Service Area by submitting a separate application for each desired Service Area.
 - Disallow Applicant to submit more than one application per Service Area.
- Awards will be based on the first lowest Cost-per-Client and, where applicable, the second lowest Cost-per-Client within a service area. If there is only one qualified applicant in a service area, one applicant can be awarded the entire service area contract amount.

Grant Award Terms

- Applicant shall agree to comply with the terms and conditions of the attached sample contract (Standard Agreement, STD. 213). Applicant shall adhere to Exhibit D, Section 8.E., Contractor Assurances and Certifications of said sample contract. If an Applicant is awarded a contractual Agreement, the Agreement will be mailed with specific language pertaining to the Applicant, Service Area and Funding Allocation, as referenced on Appendix A, and the Cost-per-Client, as noted on the Application Face Sheet per the conditions set forth in this RFA.
- Applicants shall only use funds to assist new clients defined as legal permanent residents who have not submitted an "Application for Naturalization" (Form N-400), or an "Application for Certification of Citizenship" (Form N-600) to the U.S. Citizenship and Immigration Services.
- The contract term is January 1, 2005 through December 31, 2005. In the event that CSD receives additional State NSP funding, CSD may amend both the

amount of the 2004 NSP contract and the contract term at the sole option of the State.

- The amendment/extension options will be based on the applicant's ongoing performance for the 2004 NSP contract. If an Applicant is evaluated by CSD and is determined to be noncompliant by failing to meet client goals, submitting late reports, failing to expend funds within the time allotted, having fiscal and billing irregularities, and/or having unresolved audit issues, Applicant will not be awarded an amendment/ extension. CSD will evaluate and notify the Applicant in writing.
- Applicant will be reimbursed based on the Cost-per-Client amount indicated on the Application Face Sheet and the submittal of the N400/N600 form to the U.S. Citizenship and Immigration Services.
- Clients shall receive allowable NSP services free of charge with the exception of a nominal fee of \$20 or less for expenses incurred for the provision of the required identification photographs.

Funding Restrictions

Successful applicants shall not use grant funds to:

- Subcontract with a private, for-profit agency.
- Reimburse or pay directly any client fees required as part of the naturalization process, such as application fees.
- Duplicate naturalization and citizenship activities already funded by another source.
- Develop new materials for outreach or classroom instruction where existing materials already have been developed to an acceptable standard and that can be demonstrated to meet the need.
- Purchase or improve land.
- Construct or permanently improve any building or other facility.

Notice of Intent to Apply

If your organization intends to submit a Request for Application, please submit a Notice of Intent to Apply for the 2004 Naturalization Services Program, and identify the service area on your organization's letterhead no later than Tuesday, October 12, 2004. You can fax this information to Dorcas Reyes-Fernandez, RFA Coordinator, at (916) 341-4331 or mail to her attention at:

Department of Community Services and Development
700 North 10th Street, Room 258
Sacramento, CA 95814

Questions Regarding RFA

Specific questions regarding this RFA can be submitted in writing on your agency's letterhead, or faxed to Dorcas Reyes-Fernandez at (916) 341-4331, or you may contact her directly by calling the same number.

Questions resulting in substantive changes or required clarification will be incorporated into the RFA and released as an addendum to all applicants who have submitted a Notice of Intent to Apply by October 12, 2004. Please note that questions addressed verbally are not binding and are not grounds for appeal.

CSD Reservations

CSD reserves the right to modify, amend, cancel, or terminate this RFA at any time by issuance of an addendum or notice to all parties who have requested or been mailed an application.

Evaluation and Selection

CSD will conduct the following three-phase evaluation and selection process designed to determine if an application is responsive to the RFA requirements. Applications received by CSD are considered final, and no additional materials will be accepted after the submittal date of November 1, 2004, at 5:00 p.m. CSD, however, reserves the right to request additional information to clarify information during the evaluation and selection process.

- **Phase 1:** CSD will review all applications to identify the designated number of applications with the lowest Cost-per-Client amount for each Service Area in accordance with Appendix A. Applications identified with the lowest Cost-per-Client will be reviewed to certify that all elements have been submitted according to Attachment II, Application Stack Order Checklist. Applications passing Phase 1 will continue to Phase 2.
- **Phase 2:** CSD will conduct the following internal reviews to determine Applicant's responsiveness as addressed in the Minimum Qualifications for Applicants section of this RFA.
 - Organization's Audit – CSD's Audit Services Unit will review the information that can attest to the viability and stability of your organization and its accounting system.
 - Program Review – If the Applicant previously received an NSP contract from CSD, a review of the applicant's previous program performance will be evaluated.

Failure to meet the audit and program requirements will be a basis for the application to be deemed nonresponsive and be disqualified. Applications passing Phase 2 will be forwarded to Phase 3.

- Phase 3: CSD will evaluate each application to determine its responsiveness to the published requirements noted in this RFA.

If, during any of the above three phases, an application for a specific Service Area is found to be nonresponsive to the evaluation criteria requirements of this RFA, the application will be determined ineligible for award of the contract and the applicant(s) with the next lowest Cost-per-Client applicant for that specific Service Area will be evaluated until a responsive applicant is identified.

In the event that there are tied applications for the Cost-per-Client by more than one responsive Applicant for the maximum award allowed for a specific Service Area(s), the award will be made to the responsive applicant with the highest percentage of matching funds to support NSP. See Section D), Preference Program for Matching Funds for information on qualified matching funds and how the matching funds are to be quantified. If there are still tied applications, the applicant will be contacted by CSD regarding a date and time for a flip of the coin. The Applicant whose application was received first for that specific Service Area(s) will make the call.

Applications may be rejected during any phase when determination is made that an application contains false or misleading statements. This includes concealment or nondisclosure of information or references that do not support the condition claimed by the applicant.

Notice of Intent to Award

A Notice of Intent to Award shall be posted starting November 18, 2004 in a public place in the office of CSD, 700 North 10th Street, Room 258, Sacramento, CA 95814, and on CSD's website: www.csd.ca.gov for at least five (5) working days prior to awarding the contracts.

Appeal Process

The contract award is held up when an appeal is received by CSD. CSD will not award the contracts for a specific service area until the appeal is withdrawn or CSD has rendered a decision.

- A Notice of Intent to Appeal must be filed in writing within five (5) working days after the Notice of Intent to Award is posted. If the Notice of Intent to Award is posted on November 18, 2004, the Notice of Intent to Appeal must be received by CSD on or before November 24, 2004, by 5:00 p.m. Appeals must be mailed, faxed, or hand delivered to:

Timothy M. Dayonot, Director
Department of Community Services and Development
700 North 10th Street, Room 258
Sacramento, CA 95814
Facsimile: (916) 341-4213

- After filing a Notice of Intent to Appeal, the appellant has five (5) calendar days to file a detailed written statement of the appeal if the Notice of Intent to Appeal did not contain the complete grounds for appeal. Appeals shall be limited to the grounds that CSD failed to correctly apply the standards for evaluating and selecting an applicant as specified in the RFA.
- CSD will send the appellant a letter acknowledging receipt of the Notice of Intent to Appeal within twenty-four (24) hours of receiving the notice. The letter will remind the appellant of the five (5)-calendar days limit for submitting a detailed appeal.
- The detailed appeal can only be filed if a Notice of Intent to Appeal is received by CSD on or before November 24, 2004, at 5:00 p.m.
- Timothy M. Dayonot, Director of CSD, or his designee, may hold an oral hearing and render a decision based on the content of the written appeal letter and the hearing. The decision of Timothy M. Dayonot, Director of CSD, or his designee, shall be final with no further administrative appeal.
- Appellants will be notified in writing of the decision regarding their appeal within seven (7) working days of the hearing date or the consideration of the written appeal letter if no hearing is conducted.

Disposition of Applications

Upon submission of the application, all documents submitted in response to this RFA will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

D) PREFERENCE PROGRAM FOR MATCHING FUNDS

An applicant may be eligible for a five (5) percent preference at the time of application. This preference reduces the Applicant's Cost-per-Client amount for award purposes only. The preference amount shall be used solely for computation purposes in determining the lowest Cost-per-Client at the time of application. The reimbursement amount will be the Cost-per-Client amount as indicated by the applicant on the Application Face Sheet.

To receive the five (5) percent preference, the applicant must verify that at least 15% matching funds will support the NSP by attaching a "Letter of Commitment"

from the provider(s). The "Letter of Commitment" must indicate the amount of committed funds and/or cash contributing to the Naturalization Services Program. Applicant shall identify on the 2004 Naturalization Services Program Budget, Attachment III, the dollar amount the organization possesses in matching funds (cash) that shall support NSP. (Note: For tiebreaker purposes, any percentage of matching funds qualifies.)

The following table illustrates examples of the evaluation that CSD will use to determine the preference:

Applicant	Cost-per-Client as Submitted on Application Face Sheet and Budget	Potential Cost-per-Client Amount After Five Percent Preference Computed	Evaluation Result		Final Reimbursable Cost-per-Client Submitted on Application Face Sheet and Budget
One	\$200	\$190	The matching funding amount was not included in the proposed budget.	Applicant deemed ineligible for preference.	\$200
Two	\$200	\$190	The 15% matching funding amount was included in the budget.	Applicant deemed eligible for preference.	\$200
Three	\$250	\$237.50	The matching funding amount was below the 15% requirement.	Applicant deemed ineligible for preference.	\$250

E) APPLICATION SUBMISSION REQUIREMENTS

All applications must meet the minimum criteria listed below:

- Applicant must submit an original and two (2) copies of the application by 5:00 p.m. on November 1, 2004, to:

APPLICATION FOR NATURALIZATION SERVICES PROGRAM
Department of Community Services and Development
Program Development and Support Unit
700 North 10th Street, Room 258
Sacramento, CA 95814

- For hand delivery, CSD is located off Richards Boulevard, which crosses Interstate 5 North of downtown Sacramento. Applications will be accepted only if physically received at the CSD address listed above by 5:00 p.m.

on November 1, 2004. Applications received after this time and date will be returned unopened. FAXED APPLICATIONS WILL NOT BE ACCEPTED.

- Do not assume infallibility when using overnight delivery couriers.
- Applications received by CSD are considered final and no additional materials will be accepted after the final submittal date. CSD, however, reserves the right to request additional information to clarify information in the applications.

Application Instructions

All required information, documents, and supporting data for the application must be submitted and/or completed according to the instructions contained in this RFA, or the application will be deemed nonresponsive and be disqualified. The following will assist you in completing the RFA requirement successfully:

1. Complete all requested information and submit all required documentation.
2. All application documents must be included in the same order as displayed in the Attachment II, Application Stack Order Checklist, and should be checked off to indicate inclusion of these documents in your application packet.
3. The Cost-per-Client shall be noted on the Application Face Sheet per the conditions set forth in this RFA.
4. Signature Authorized Person: Type the name, title, and telephone number of the person authorized to submit the application. The person authorized to submit the application must sign and date the Attachment I, 2004 Naturalization Services Program Application Face Sheet.
5. Applications must be typewritten in not less than a 12-point font.
6. Application narrative shall not exceed five (5) single-sided pages. The five (5)-page limit does not apply to the resumes and duty statements or any required form.

List of Attachments

- 2004 Naturalization Services Program Application Face Sheet, Attachment I
- Application Stack Order Checklist, Attachment II
- 2004 Naturalization Services Program - Budget, Attachment III
- 2004 Naturalization Services Program - Matching Funds, Attachment IV
- 2004 Naturalization Services Program - Funding and Program Experience Sheet, Attachment V

Appendices

- A) 2004 Naturalization Services Program Service Areas and Funding Allocations
- B) Legal Immigration to California by County, 1993-2002

Table of Contents

The application must have a numbered table of contents in the same sequence as displayed in the Application Stack Order Checklist, Attachment II.

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Attachment I
2004 NATURALIZATION SERVICES PROGRAM
Application Face Sheet

Applicant's Organizational Name: _____

Applicant's or Agency's Legal Name (if different): _____

Federal Employee Identification Number (FEIN): _____

Applicant's Street Address: _____

Applicant's Mailing Address (if different from above): _____

City: _____ County: _____ State: _____ ZIP Code: _____

Telephone: () _____ Alternate Telephone: () _____

Facsimile Number: () _____ E-mail Address: _____

Agency Contact Person: _____

Type of Organization: Check appropriate item.

- ☐ Private, Nonprofit, Community-Based Organization
☐ Local Government

Required Information: Check each box when completed.

- ☐ Applicant Amount \$ _____
☐ Service Area Number _____
☐ Cost-per-Client \$ _____
☐ Number of Clients to be Served _____
☐ Matching Fund Amount and Percentage \$ _____ %
☐ Number of Years Providing Naturalization Services _____
☐ Does Applicant Intend To Subcontract Services Yes _____ No _____
If yes, applicant must complete Attachment III, NSP Budget, Section 2 or 3.
☐ Applicant Is a Past CSD NSP Contractor: Yes _____ No _____

By submitting this application, the applicant certifies the validity of the contents and claims contained herein. Invalid claims by applicant or an incomplete application are grounds for an application to be deemed nonresponsive and be disqualified.

Signature of Authorized Person: _____

Typed or Printed Name of Authorized Person: _____

Attachment II

APPLICATION STACK ORDER CHECKLIST

The application elements and attachments must be assembled in the order listed below. Failure to attach required documents and/or failure to provide appropriate signatures where applicable shall be cause for an application to be deemed nonresponsive and be disqualified.

ATTACHMENTS AND STACK ORDER

Please check each box when completed.

- ☐ Attachment I: Application Face Sheet
- ☐ Numbered Table of Contents
- ☐ Attachment II: Application Stack Order Checklist
- ☐ Attachment III: Naturalization Services Program Budget, Subcontractor Letter of Commitment, if applicable
- ☐ Attachment IV: Naturalization Services Program Matching Funds (optional) Matching Funds Letter of Commitment(s)

ORGANIZATIONAL CAPABILITY DOCUMENTS AND STACK ORDER

Please check each box when completed.

- ☐ Proof of Nonprofit Status
(Provide copy of letter confirming IRS 501(c)(3) status.)
- ☐ Certificate of Status issued by the State of California, Office of the Secretary of State (OSS) (excludes local governments)
- ☐ Audit (one copy only)
- ☐ Organizational Chart
- ☐ Resumes and Duty Statements of Key Staff

CONTRACT EXPERIENCE ATTACHMENT

Please check each box when completed.

- ☐ Attachment V: Naturalization Services Program Funding and Program Experience Sheet

SCOPE OF WORK

Please check each box when completed.

- ☐ Time Line
- ☐ Application Narrative (Applicant's Attachment VI)
Note: Application Narrative shall not exceed five single-sided pages in no less than 12-point font.

State of California
 Department of Community Services and Development
 CSD 85 (Rev. 9/04)

Attachment III
2004 NATURALIZATION SERVICES PROGRAM BUDGET

Applicant Name:

Service Area (Refer to Appendix A):

Application Amount (Refer to Appendix A):

SECTION 1 - APPLICANT BUDGET

1.a	Applicant Cost-per-Client:	\$
1.b	Applicant Number of Clients To Be Served:	#
1.c	GRAND TOTAL: Must Equal Applicant Amount (Appendix A) (Lines 1.a multiplied by 1.b)	\$

SECTION 2 - APPLICANT AND SUBCONTRACTOR BUDGET - must be completed if applicant intends to subcontract.

2.a	Applicant Overhead Cost-per-Client:	\$
2.b	Applicant Number of Clients To Be Served:	#
2.c	SUBTOTAL: (Lines 2.a multiplied by 2.b)	\$
2.d	Subcontractor(s) Cost-per-Client:	\$
2.e	Subcontractor(s) Number of Clients To Be Served:	#
2.f	SUBTOTAL: (Lines 2.d multiplied by 2.e) Total must reconcile with Section 3.j. below.	\$
2.g	GRAND TOTAL: (Lines 2.c plus 2.f)	\$

SECTION 3 - SUBCONTRACTOR(s) DETAIL BUDGET BREAKDOWN - must be completed if applicant intends to subcontract with more than one subcontractor. All subcontractor subtotal(s) must be aggregated and factored into one final subcontractor cost and entered above on Section 2.f.

SUBCONTRACTOR 1: (If applicable)

NAME:

ADDRESS:

3.a	Cost-per-Client	\$
3.b	Number of Clients to Be Served:	#
3.c	Subtotal Section 3 (Lines 3.a x 3.b)	\$

SUBCONTRACTOR 2: (If applicable)

NAME:

ADDRESS:

3.d	Cost-per-Client	\$
3.e	Number of Clients to Be Served:	#
3.f	Subtotal Section 3 (Lines 3.d x 3.e)	\$

SUBCONTRACTOR 3: (If applicable)

NAME:

ADDRESS:

3.g	Cost-per-Client	\$
3.h	Number of Clients to Be Served:	#
3.i	Subtotal Section 3 (Lines 3.g x 3.h)	\$
3.j	GRAND TOTAL: Line(s) 3.c, plus 3.f, plus 3.i. Total must reconcile with Section 2.f. above.	\$

State of California
 Department of Community Services and Development
 CSD 87 (New 9/04)

Attachment IV
2004 NATURALIZATION SERVICES PROGRAM - MATCHING FUNDS

Applicant Name:

Service Area (Refer to Appendix A):

SECTION 1

To qualify for the Matching Fund Preference, a minimum match of 15% of the application amount is required. For tiebreaker purposes, any amount of matching funds will be considered.

1.a	Application Amount (Refer to Appendix A):	\$
1.b	Total Matching Fund Amount:	\$
1.c	Enter Percentage of Matching Fund (Divide 1.b by 1.a)	%
GRAND TOTAL:		\$

SECTION 2 - FUNDING SOURCE(s)

FUNDING SOURCE

NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

2.d	Funding Amount:	\$
2.e	Commitment Period from: / /2004 to / /2005	
2.f	Letter of Commitment attached:	YES

FUNDING SOURCE (If applicable)

NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

2.g	Funding Amount:	\$
2.h	Commitment Period from: / /2004 to / /2005	
2.i	Letter of Commitment attached:	YES

FUNDING SOURCE (If applicable)

NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

2.j	Funding Amount:	\$
2.k	Commitment Period from: / /2004 to / /2005	
2.l	Letter of Commitment attached:	YES

State of California
 Department of Community Services and Development
 CSD 88 (New 9/04)

Attachment V
2004 NATURALIZATION SERVICES PROGRAM
FUNDING AND PROGRAM EXPERIENCE SHEET

Applicant Name:

Service Area (Refer to Appendix A):

Applicant shall have a minimum of three years experience providing naturalization services. Applicant shall certify three years of experience by completing the information below.

EXPERIENCE 1

ORGANIZATION NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

1.a	Funding Amount:	\$
1.b	Dates of Service:	/ /2004 to / /2005
1.c	Total Length of Service:	Years Months

Services Performed:

EXPERIENCE 2

ORGANIZATION NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

2.a	Funding Amount:	\$
2.b	Dates of Service:	/ /2004 to / /2005
2.c	Total Length of Service:	Years Months

Services Performed:

EXPERIENCE 3

ORGANIZATION NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

3.a	Funding Amount:	\$
3.b	Dates of Service:	/ /2004 to / /2005
3.c	Total Length of Service:	Years Months

Services Performed:

State of California
Department of Community Services and Development

Appendix A
2004 NATURALIZATION SERVICES PROGRAM
SERVICE AREAS AND FUNDING ALLOCATIONS

SERVICE AREA NUMBER	SERVICE AREA DESCRIPTION	FUNDING ALLOCATION - PER Awardee	NUMBER OF PROPOSED AWARDEES - PER SERVICE AREA
1	Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yuba	\$15,000	1
2	Marin, Napa, Solano, Sonoma, Yolo	\$36,500	1
3	Contra Costa	\$30,000	1
4	San Francisco	\$32,500 each	2
5	Alameda	\$37,000 each	2
6	El Dorado, Nevada, Placer, Sacramento	\$46,000	1
7	San Mateo	\$41,000	1
8	Alpine, Amador, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne	\$40,000	1
9	Santa Clara	\$59,000 each	2
10	Monterey, San Benito, Santa Cruz	\$30,000	1
11	Fresno, Kern, Kings, Madera, Tulare	\$32,250 each	2
12	Inyo, Mono, San Bernardino	\$41,000	1
13	San Luis Obispo, Santa Barbara, Ventura	\$41,000	1
14	Los Angeles (Partial)	\$57,000 each	2
15	Los Angeles (Partial)	\$57,000 each	2
16	Los Angeles (Partial)	\$72,500 each	2
17	Los Angeles (Partial)	\$62,250 each	2
18	Orange	\$65,500 each	2
19	Riverside	\$36,500	1
20	Imperial	\$15,000	1
21	San Diego	\$51,500 each	2
Total	Total	\$1,425,000	31

Appendix A
2004 NATURALIZATION SERVICES PROGRAM
ZIP CODES - LOS ANGELES COUNTY SERVICE AREAS

SERVICE AREA - 14							SERVICE AREA - 15				
90024	90263	91203	91334	91402	91608		90004	91006	91110	91510	93585
90025	90264	91204	91335	91403	91609		90005	91007	91114	91754	93586
90027	90265	91205	91337	91404	91610		90010	91009	91115	91755	93590
90028	90272	91206	91340	91405	91614		90016	91010	91116	91775	93591
90029	90290	91207	91341	91406	91615		90018	91011	91117	91776	
90036	90291	91208	91342	91407	91616		90019	91012	91118	91778	
90038	90292	91209	91343	91408	91617		90020	91016	91214	91801	
90039	90293	91210	91344	91409			90022	91017	91221	91802	
90046	90294	91301	91345	91410			90023	91020	91222	91803	
90048	90295	91302	91346	91411			90026	91021	91224	91804	
90049	90296	91303	91352	91412			90031	91023	91225	91841	
90056	90401	91304	91353	91413			90032	91024	91226	91896	
90064	90402	91305	91356	91416			90033	91025	91310	91899	
90066	90403	91306	91357	91423			90034	91030	91321	93243	
90067	90404	91307	91361	91426			90035	91031	91322	93510	
90068	90405	91308	91362	91436			90040	91046	91350	93532	
90069	90406	91309	91364	91501			90041	91066	91351	93534	
90077	90407	91311	91365	91502			90042	91076	91354	93535	
90094	90408	91312	91366	91503			90058	91077	91355	93536	
90209	90409	91313	91367	91504			90063	91101	91380	93539	
90210	90410	91316	91372	91505			90065	91102	91381	93543	
90211	90411	91324	91376	91506			90201	91103	91382	93544	
90212	91040	91325	91392	91521			90202	91104	91383	93550	
90213	91041	91326	91393	91522			90270	91105	91384	93551	
90230	91042	91327	91394	91523			90640	91106	91385	93552	
90231	91043	91328	91395	91605			91001	91107	91386	93553	
90232	91201	91331	91396	91606			91002	91108	91507	93563	
90233	91202	91333	91401	91607			91003	91109	91508	93584	
SERVICE AREA - 16							SERVICE AREA - 17				
90001	90060	90307					90239	90670	90807	91722	91792
90002	90061	90308					90240	90671	90808	91723	91793
90003	90062	90309					90241	90701	90809	91724	
90006	90071	90310					90242	90702	90810	91731	
90007	90220	90311					90255	90703	90813	91732	
90008	90221	90312					90262	90704	90814	91733	
90009	90222	90501					90274	90706	90815	91734	
90011	90223	90502					90275	90707	90822	91740	
90012	90224	90503					90280	90710	90823	91741	
90013	90245	90504					90601	90711	90831	91744	
90014	90247	90505					90602	90712	90832	91745	
90015	90248	90506					90603	90713	90833	91746	
90017	90249	90507					90604	90714	90834	91747	
90021	90250	90508					90605	90715	90835	91748	
90030	90251	90509					90606	90716	90840	91749	
90037	90254	90510					90607	90717	90842	91750	
90043	90260	90723					90608	90731	90844	91765	
90044	90261	90745					90609	90732	90845	91766	
90045	90266	90746					90610	90733	90846	91767	
90047	90267	90747					90631	90734	90847	91768	
90050	90277	90749					90637	90744	90848	91769	
90051	90278						90638	90748	90853	91770	
90052	90301						90650	90801	91702	91773	
90053	90302						90651	90802	91706	91780	
90054	90303						90652	90803	91711	91788	
90055	90304						90660	90804	91714	91789	
90057	90305						90661	90805	91715	91790	
90059	90306						90662	90806	91716	91791	

Appendix B
LEGAL IMMIGRATION TO CALIFORNIA BY COUNTY 1993-2002

	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	Total	% of Immigration as compared to California	Allocation to each County
Alameda	11,316	9,781	8,512	10,819	11,206	9,512	7,833	11,793	15,732	15,058	111,562	0.05219	\$74,375
Alpine	3	1	0	2	0	0	0	2	1	1	10	0.00001	\$7
Amador	25	22	12	33	30	21	16	27	31	27	244	0.00011	\$162
Butte	330	499	253	527	420	291	249	387	389	310	3,655	0.00171	\$2,437
Calaveras	15	22	22	25	19	13	14	24	33	34	221	0.00010	\$147
Colusa	92	179	167	313	265	212	224	254	175	125	2,006	0.00094	\$1,337
Contra Costa	4,572	3,897	3,546	4,921	4,538	3,979	3,265	4,648	5,517	5,153	44,036	0.02060	\$29,358
Del Norte	21	12	14	21	34	33	33	20	18	40	246	0.00012	\$164
El Dorado	183	171	201	283	287	196	231	286	346	277	2,461	0.00115	\$1,640
Fresno	6,160	5,673	3,737	3,364	4,638	4,119	3,147	4,315	4,170	5,229	44,552	0.02084	\$29,701
Glenn	53	71	43	127	164	115	99	160	134	110	1,076	0.00050	\$717
Humboldt	87	131	93	125	117	95	95	111	118	138	1,110	0.00052	\$740
Imperial	1,536	1,342	1,661	1,821	1,673	1,291	1,781	1,593	1,150	1,176	15,024	0.00703	\$10,016
Inyo	20	28	13	5	27	30	15	23	23	50	234	0.00011	\$155
Kern	2,423	2,982	1,820	2,008	2,722	1,986	1,950	2,589	2,618	3,473	24,571	0.01150	\$16,380
Kings	457	518	420	430	615	359	337	538	461	673	4,808	0.00225	\$3,205
Lake	43	76	56	135	102	86	111	78	112	100	899	0.00042	\$600
Lassen	9	15	20	20	36	26	28	24	11	18	207	0.00010	\$138
Los Angeles	99,372	75,855	54,498	63,794	62,073	59,897	56,825	71,993	98,926	108,614	751,847	0.35174	\$501,234
Madera	402	491	207	325	492	393	411	657	491	826	4,695	0.00220	\$3,131
Marin	1,086	868	844	987	882	728	627	969	1,202	1,056	9,249	0.00433	\$6,166
Mariposa	11	13	7	13	12	9	9	16	15	16	121	0.00006	\$81
Mendocino	127	157	137	277	286	254	227	268	223	230	2,186	0.00102	\$1,458
Merced	1,346	1,518	1,156	1,250	1,345	1,028	1,107	1,431	1,314	1,490	12,985	0.00608	\$8,657
Modoc	11	6	3	11	8	7	4	7	15	16	88	0.00004	\$58
Mono	33	26	20	13	31	29	20	26	34	47	279	0.00013	\$187
Monterey	2,617	2,677	2,329	2,454	2,729	2,116	2,789	3,326	3,745	2,985	27,767	0.01299	\$18,511
Napa	302	480	441	682	687	595	633	538	606	472	5,436	0.00254	\$3,624
Nevada	61	49	52	82	76	60	55	111	99	88	733	0.00034	\$489
Orange	23,567	15,255	18,070	17,598	21,367	15,378	15,316	21,536	23,539	25,821	197,447	0.09237	\$131,632
Placer	256	285	190	411	313	320	249	428	626	656	3,734	0.00175	\$2,489
Plumas	5	8	14	13	11	12	10	21	14	7	115	0.00005	\$77
Riverside	4,175	4,092	3,424	5,164	4,245	4,597	4,698	6,528	9,019	9,325	55,267	0.02586	\$36,845
Sacramento	6,199	6,138	4,277	6,342	7,191	3,695	3,678	6,173	9,607	8,932	62,232	0.02912	\$41,489
San Benito	216	209	197	257	266	243	282	378	407	312	2,767	0.00130	\$1,845
San Bernardino	5,681	4,657	3,998	5,225	4,761	4,949	4,912	6,819	9,479	10,507	60,988	0.02853	\$40,660
San Diego	15,891	13,904	11,820	18,049	14,598	9,800	10,700	15,063	22,280	22,481	154,586	0.07232	\$103,057
San Francisco	13,133	11,990	9,879	10,438	9,796	8,399	7,024	8,811	9,472	8,780	97,722	0.04572	\$65,148
San Joaquin	2,482	2,482	2,318	3,497	2,735	1,890	2,271	2,794	3,254	2,886	26,609	0.01245	\$17,740
San Luis Obispo	401	491	327	465	357	341	402	483	702	668	4,637	0.00217	\$3,091
San Mateo	6,618	5,753	5,028	6,671	6,189	5,410	4,607	6,695	8,052	6,992	62,015	0.02901	\$41,344
Santa Barbara	1,856	2,128	1,707	2,077	1,656	1,778	1,658	1,837	2,677	2,425	19,799	0.00926	\$13,200
Santa Clara	19,228	16,144	12,798	13,735	17,314	12,640	10,866	18,485	28,712	27,429	177,351	0.08297	\$118,235
Santa Cruz	1,159	1,448	1,162	1,170	1,400	1,217	1,391	1,699	1,937	1,560	14,143	0.00662	\$9,429
Shasta	232	111	86	127	71	65	66	78	137	122	1,095	0.00051	\$730
Sierra	2	5	0	5	3	1	4	6	3	3	32	0.00002	\$21
Siskiyou	21	35	30	35	44	74	37	84	69	30	459	0.00022	\$306
Solano	2,011	1,505	1,418	1,681	1,635	1,440	1,266	1,387	1,741	1,673	15,757	0.00737	\$10,505
Sonoma	1,071	1,189	850	1,372	1,378	1,297	1,280	1,793	1,805	1,616	13,651	0.00639	\$9,100
Stanislaus	1,581	1,667	1,639	2,306	2,329	2,020	2,007	2,103	2,081	1,888	19,621	0.00918	\$13,080
Sutter	511	570	423	741	480	466	483	547	670	442	5,333	0.00250	\$3,555
Tehama	32	34	27	83	136	93	80	98	108	94	785	0.00037	\$523
Trinity	6	3	6	6	1	1	4	7	2	2	38	0.00002	\$26
Tulare	1,931	1,828	1,119	1,333	2,396	1,649	1,541	2,224	1,813	2,428	18,262	0.00854	\$12,175
Tuolumne	28	23	21	47	47	30	33	23	47	43	342	0.00016	\$228
Ventura	3,761	4,079	2,654	3,466	3,241	3,113	3,246	3,872	5,265	4,908	37,605	0.01759	\$25,070
Yolo	986	1,036	662	1,110	1,293	790	823	1,156	1,367	1,152	10,375	0.00485	\$6,917
Yuba	270	393	192	408	273	143	174	234	176	151	2,414	0.00113	\$1,608
	246,023	205,022	164,620	198,699	201,040	169,331	161,243	217,576	282,770	291,165	2,137,489	1.00000	\$1,425,000

Total Allocation to Agencies	\$1,425,000
-----------------------------------------	--------------------

Source: State of California, Department of Finance, Legal Immigration to California by County: Federal Fiscal Year (FFY) 1984-2002, Sacramento, California, September 2003.

*Immigrants with unknown locations are not factored into funding formula.

AGREEMENT NUMBER SAMPLE	AMENDMENT NUMBER
REGISTRATION NUMBER SAMPLE	

1.

This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
Department of Community Services and Development

CONTRACTOR'S NAME
2.

The term of this Agreement is: **January 1, 2005 through December 31, 2005**
3.

The maximum amount of this Agreement is: **\$ SAMPLE**
4.

The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

- Exhibit A - Scope of Work
- Exhibit B - Budget Detail and Payment Provisions
- Exhibit C - General Terms and Conditions
- Exhibit D - Special Terms and Conditions
- Exhibit E - Additional Provisions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		<input type="checkbox"/> Exempt per _____
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Richard J. Bueche, Chief Financial Officer		
ADDRESS 700 North 10th Street, Sacramento, California 95814		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. In accordance with the State Budget Act (Chapter 208, Statutes of 2004), the Department of Community Services and Development, hereafter referred to as CSD, will contract with Naturalization Services Program Providers, hereafter referred to as Contractor. To the extent consistent with applicable laws, Contractor agrees to provide naturalization assistance services that include: Outreach; Intake and Assessment; Citizenship Application Assistance; Citizenship Testing and Interview Preparation; Coordination and Referral services to other naturalization services organizations; Evaluation and Monitoring; to eligible participants residing within the Service Area, as described in Section 2. below.

2. The services shall be performed in the following service area:

Service Area, Cost per Client and Number of Clients to be served.

3. Addresses for the State

Send all correspondence and fiscal and programmatic reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations
Address:	700 North 10th Street, Room 258 Sacramento, CA 95814
Phone:	(916) 341-4200
Fax:	(916) 327-3153

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EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Process

A. Advance Payments

- 1) Upon written request by Contractor, the State may issue an advance payment to Contractor in an amount not to exceed twenty-five percent (25%) of the amount of this Agreement as set forth on Std. 213, item 3.
- 2) In the event this Agreement is amended to increase the Consideration as set forth on Std. 213, item 3 of this Agreement, a subsequent advance payment not to exceed twenty-five percent (25%) of the increased amount may be authorized by the State if Contractor requests such advance payment in writing. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current monthly expenditure report(s).
- 3) Advance payment outstanding on June 30, 2005 of this Agreement will be offset against subsequent payments, if applicable. An exception to this provision is if Contractor draws down the entire amount of the Agreement prior to June 30, 2005 the advance earlier.

B. Subsequent Payments

Subsequent payments to Contractor are contingent upon receipt by the State of the Naturalization Services Program Monthly Expenditure Reports as required by Exhibit B, Section 2.A of this Agreement.

2. Reporting Requirements

The issuance of other CSD contracts, including reimbursement payments to the Contractor may be contingent upon timely receipt of the required reports of this Agreement.

A. Monthly Reports

Contractor shall ensure that the monthly report consisting of the Naturalization Services Program Monthly Expenditure Reporting Form, CSD 623 (Rev. 10/04); and the Naturalization Client Reporting Form, CSD 667 (Rev. 10/04) are received by the State on or before the fifteenth (15th) calendar day of the month following the end of the reporting period, regardless of the level of activity or amount of expenditures during the reporting period. Contractor shall provide a signed, hard copy of all required reports. Reports are due as follows:

EXHIBIT B
(Standard Agreement)

<u>Monthly Period</u>	<u>Reports Due Dates</u>
January 2005	February 15, 2005
February 2005	March 15, 2005
March 2005	April 15, 2005
April 2005	May 15, 2005
May 2005	June 15, 2005
June 2005	July 15, 2005
July 2005	August 15, 2005
August 2005	September 15, 2005
September 2005	October 15, 2005
October 2005	November 15, 2005
November 2005	December 15, 2005
December 2005	January 15, 2006

B. Close-out Report

Contractor shall submit, on the appropriate CSD forms to be provided toward the end of the contract term, a financial and programmatic close-out report and return all unexpended funds to CSD within ninety (90) calendar days of the final expenditure report. Final reimbursement to Contractor, if owed, shall be contingent upon timely receipt of this close-out by CSD. Failure to submit the close-out in a timely manner will result in forfeiture of all outstanding obligations from CSD to the Contractor. The issuance of other CSD contracts, to include reimbursement, to the Contractor may be contingent upon timely receipt of the close-out of this Agreement.

C. Review

- 1) The State shall review Contractor's fiscal and programmatic reports and evaluate Contractor's demonstrated ability to effectively utilize all funds available under this Agreement.
- 2) An amendment to the total consideration of this Agreement may occur as a result of the State's review of Contractor's program and fiscal operations.

EXHIBIT B
(Standard Agreement)

3. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement shall become a valid, enforceable agreement only after both parties sign it.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Audit

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896)

5. Indemnification

Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

EXHIBIT C
(Standard Agreement)

6. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

8. Nondiscrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. Timeliness

Time is of the essence in this Agreement.

10. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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(Standard Agreement)

11. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Child Support Compliance Act

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

- a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

14. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

15. Union Organizing

For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

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- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

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EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Travel and Per Diem

Contractor's programmatic-related travel costs and per diem reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, Section 599.619, dated July 1, 1997, and as amended from time to time.

2. Conflict of Interest

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Insurance and Fidelity Bond

A. General Requirements

1) Third-Party Insurance

a. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.

b. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

c. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least 30 calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder. The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent

EXHIBIT D
(Standard Agreement)

upon required current insurance coverage being on file at CSD for this Agreement.

- d. New Certificates of Insurance are subject to review for content and form by CSD.
- e. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- f. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.

2) Self-Insurance

- a. When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- b. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable expiration dates or policy numbers.
- c. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

B. Labor Code Section 3700/Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Unless a current copy is on file with CSD, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

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(Standard Agreement)

C. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of eight percent of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Unless a current copy is on file with CSD, Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

E. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Unless a current copy is on file with CSD, Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

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(Standard Agreement)

4. Subcontracts

Contractor may enter into subcontract agreement(s) to carry out the provisions of this Agreement.

5. Applicability of Provisions to Subcontractors

- A. Contractor may subcontract with other nonprofit community-based organizations for the purpose of this Agreement. Each subcontractor that enters into a subcontract agreement shall be required to adhere to the terms and conditions contained in this Agreement.
- B. Should Contractor enter into any subcontract agreements(s), Contractor shall remain liable for the performance of the subcontractor(s). Contractor shall provide to the State the names, addresses, contact persons, and a program description of the subcontracted activity(ies) to be performed under this Agreement within thirty (30) calendar days of contract execution.
- C. Contractor shall immediately notify all of its subcontractor(s) in writing of changes to contract provision(s) or in the event the State terminates and/or suspends this Agreement.
- D. Contractor is the responsible party, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of subcontractor(s).

6. Contractor's National Labor Relations Board Certification

Contractor hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court, by a Federal Court, has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal Court that orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296) (not applicable to public entities).

7. Termination for Cause, Suspension, Cancellation, and Disqualification from Eligibility

A. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the

EXHIBIT D
(Standard Agreement)

State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

B. Suspension

- 1) The State may, upon reasonable written notice to Contractor or subcontractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.
- 2) If Contractor has failed to comply with the material terms of this Agreement, the State shall:
 - a. Notify the Contractor in writing by certified mail or personal service;
 - b. Specify the effective date of the suspension;
 - c. Specify the reason for the suspension and what corrective action is expected;
 - d. Give a specified period of time in which to take corrective action; and
 - e. Inform the Contractor that if the corrective action is not taken within the specified time frame, the State will terminate this Agreement.
- 3) A suspension shall remain in effect until Contractor has taken corrective action satisfactory to the State.
- 4) New obligations, including costs for goods, services, or related expenses, incurred by Contractor under this Agreement during the suspension period will not be allowed unless expressly authorized by the State in the notice of suspension.

C. Cancellation

- 1) The State may terminate upon thirty (30) calendar days written notice to Contractor. Such notice shall be delivered to Contractor in writing, stating the reason(s) for termination and the effective date thereof.
- 2) Upon termination of this Agreement, CSD, unless expressly granted in writing, shall not pay Contractor for any obligations incurred after the effective date of such termination.

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(Standard Agreement)

D. Disqualification from Eligibility

Contractor shall be ineligible to receive funding for this program if any officer or employee of the Contractor who would be involved in the administration of grant funds has been convicted of a criminal offense related to the administration of grant funds.

8. Contractor Assurances and Certifications

A. Contractor assures that its governing body has adopted and passed a resolution specific to this Agreement that shall be forwarded to the State and that includes, at a minimum, the following provisions:

- 1) Authorization for the submittal to the State of this Agreement, including all exhibits and assurances contained herein;
- 2) The name and original signature of the chairperson of the board; the date signed by the chairperson; and, if applicable, the date the resolution was ratified by the board of directors;
- 3) Authorization to and identification of the person/position certified as the official representative of the governing board to sign and enter into this Agreement;
- 5) Authorization to and identification of the person certified as the official representative of the governing board to enter into and accept any amendments to this Agreement and revisions to exhibits; and
- 6) Identification of the contract number and program.

B. Payee Data Record

Contractor certifies that a Payee Data Record (Std. 204) is on file with CSD. The terms and conditions of the Std. 204 shall have the same force, meaning, effect, and enforceability as if a certification were separately, specifically, and individually provided for each grant between Contractor and CSD.

C. Federal Certification Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

EXHIBIT D
(Standard Agreement)

- 2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- 4) Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

D. Equipment/Lease Purchase

- 1) Contractor shall request prior authorization in writing and receive approval from CSD before the Contractor being reimbursed for any purchase order or subcontract exceeding \$2,500.00 for any articles, supplies, equipment, or services. Contractor shall provide in its request for authorization all particulars necessary for evaluation of necessity or desirability of incurring such cost and the reasonableness of the price or costs. Contractor shall submit three competitive quotations or provide adequate justification for absence of bidding.
- 2) Contractor shall maintain books, records, documents, and other evidence pertaining to the reimbursable costs and any matching costs and expense and hold them available for an audit and inspection by the State for three years.
- 3) Contractor shall specifically reserve title to CSD for State-purchased or State-financed property that is not fully consumed in the performance of this Agreement, even when the property is purchased in whole or part by federally supplied funds (absent a federal requirement for transfer of title).
- 4) Contractors shall prepare and submits a CSD 558, Request for Purchase/Lease Approval, form to CSD prior to commencing purchasing/leasing activities.

EXHIBIT D
(Standard Agreement)

- E. Contractor agrees to comply with terms and condition of the 2004 Naturalization Services Program Request For Application (04-RFA-08). The contractor's response to the application is made part of this Agreement.

9. Right to Monitor, Audit, and Investigate

- A. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonable have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (Government Code § 546.7, Public Contract Code § 10115 et seq., California Code of Regulations Title 2, § 1896).

Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10.

- B. The federal, state, or duly authorized representative of the State government shall have the right to undertake investigations in accordance with 42 USC 9908 et seq., as amended.
- C. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting the State or a duly authorized representative of the state or federal government access to the working papers of said audit firm(s).

10. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;

EXHIBIT D
(Standard Agreement)

- c) any available counseling, rehabilitation and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement will:
- a) receive a copy of the company's drug-free workplace policy statement; and,
 - b) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

11. Americans with Disabilities Act

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

12. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

13. Partisan Political Activities

- A. Contractor shall be prohibited from all political activities if they involve the use of any funds that are the subject of this program or any other funds, programs, projects, or activities that originate from this program.
- B. Contractor shall be prohibited from any activity that is designed to provide voters and prospective voters with transportation to the polls or to provide similar assistance in connection with an election or any voter registration activity if such activities involve the use of any funds that are the subject of this program.
- C. Contractor shall refrain from all lobbying activities if they involve the use of any funds that are the subject of this program or any other funds, programs, projects, or activities that originate from this program.

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(Standard Agreement)

14. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall include:

- A. Segregation of duties appropriate to safeguard state assets;
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- D. Established practices to be followed in performance of duties and functions;
- E. Personnel of a quality commensurate with their responsibilities; and
- F. Effective internal reviews.

15. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

16. Corporate Qualifications To Do Business in California

- A. When Agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- B. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- C. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D
(Standard Agreement)

17. Union Organizing

Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

18. Domestic Partners

Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

19. Air or Water Pollution Violation

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

20. Forms

CSD shall provide masters of the budget form and reporting forms, and Contractor shall duplicate them for future use.

EXHIBIT E
(Standard Agreement)

ADDITIONAL TERMS AND CONDITIONS

1. Amendment/Extension

The amendment/extension options will be based on the applicant's ongoing performance for the 2004 NSP contract. If an applicant is evaluated by CSD and has been determined to be noncompliant in meeting client goals, submitting late reports, failing to expend funds within the time allotted, fiscal and billing irregularities, and/or unresolved audit issues, Applicant will not be awarded an amendment/extension. CSD will evaluate and notify the Applicant in writing.

2. Other Naturalization Services Requirements

- A. Contractor shall submit to the State on a monthly basis a Naturalization Client Reporting Form, CSD 667 (Rev. 10/04), for those clients that have received services. Contractor shall maintain a copy of the Application for Naturalization that was submitted to the INS in the Contractor's client folder for all new clients.
- B. Contractor shall maintain in each client folder basic attendance records for clients attending citizenship preparation classes, pre- and post-tests that have been used to measure the skills gained, and any other documentation that supports the client services-

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